

# OSTER Researching Services

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RECORDATION NO. 27941-A **FILED**

August 30, 2010

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Chief, Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, SW  
Washington, D.C. 20423

SURFACE TRANSPORTATION BOARD

Dear Section Chief:

Enclosed for recording with the Surface Transportation Board are one original and one counterpart of the document described below to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code:

Amendment to Master Finance Lease dated 8/4/10

Lessor: Zions Credit Corporation dba Amegy Equipment  
Funding Group  
310 S. Main Street, Suite 1300  
Salt Lake City, UT 84101

New Lessee: Nustar Asphalt Chickasaw, LLC  
2330 North Loop 1604 W  
San Antonio, TX 78248

Please record this agreement as a secondary document to STB Recordation #27941. The filing fee of \$41 is enclosed. Thank you for your assistance.

Sincerely,



Mary Ann Oster  
Research Consultant

AUG 30 '10

-10 C 2 AM

## AMENDMENT TO MASTER FINANCE LEASE

SURFACE TRANSPORTATION BOARD

This AMENDMENT TO MASTER FINANCE LEASE ("Amendment") effective as of August 4, 2010 is made between ZIONS CREDIT CORPORATION dba AMEGY EQUIPMENT FUNDING GROUP ("Lessor"), NUSTAR ASPHALT CHICKASAW, LLC ("New Lessee") and for a limited purposed both GULF ATLANTIC OPERATIONS, LLC ("Former Lessee") and NUSTAR ASPHALT HOLDINGS, INC. ("NuStar") and amends that certain Master Finance Lease No. 0012740 entered into by Lessor and Former Lessee on May 11, 2009 and recorded with the Surface Transportation Board on May 19, 2009 as Recordation No. 27941 (the "Master Lease").

## RECITALS:

WHEREAS, Former Lessee entered into that certain Agreement and Plan of Merger Merging Gulf Atlantic Operations LLC into Gulf Atlantic Operations, LLC and GAO Asphalt Chickasaw, LLC dated May 19, 2010 (the "Divisional Merger Agreement") whereby the Master Lease was assigned to GAO Asphalt Chickasaw, LLC;

WHEREAS, NuStar following the completion of the merger transaction contemplated by the Divisional Merger Agreement, purchased pursuant to the certain Stock Purchase Agreement dated May 21, 2010, by and between NuStar and Denham Commodity Partners Fund III LP (the "SPA") all of the stock of GAO Asphalt Chickasaw, LLC and acquired all of its assets and liabilities including, specifically, the Master Lease; and

WHEREAS, GAO Asphalt Chickasaw, LLC changed its name to NuStar Asphalt Chickasaw, LLC ("New Lessee");

WHEREAS, the Former Lessee is a surviving entity with no future obligations under the Master Lease but still remains listed as a party to the Master List and New Lessee is obligated pursuant to the Divisional Merger Agreement, the SPA and the operation of Texas law but is not shown as party to the Master Lease;

WHEREAS, the parties to the Master Lease and this Amendment wish to amend the Master Lease as set forth below:

## AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual agreements set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. The term "Lessee" as defined in the Master Lease shall be deemed to refer to New Lessee. Furthermore, New Lessee agrees to make payments of rental pursuant to the Master Lease when due and to perform promptly all of the covenants, conditions, and stipulations contained with the Master Lease.

2. The Notice address for the Lessee under the Master Lease shall be as follows:

NuStar Asphalt Chickasaw, LLC  
2330 North Loop 1604 W  
San Antonio, Texas 78248

3. The Master Lease is amended to include a new Section 28 as follows:

**28. FURTHER ASSURANCES.** New Lessee represents and warrants that as a result of the transactions carried out pursuant to the Divisional Merger Agreement and the SPA,

New Lessee as a matter of law is obligated under the Master Lease. If for any reason, including but not limited to a change in law, it is reasonably determined that all of the rights and obligations under the Master Lease did not vest in the New Lessee by operation of law or otherwise, then New Lessee, Former Lessee, NuStar Asphalt Holdings, Inc. and Lessor agree to enter into and execute such deeds, assignments, agreements and assurances in such form reasonably satisfactory to Lessor as to ensure New Lessee is bound to the terms of the Master Lease.

4. Except as expressly amended hereby, the Master Lease and all rights and powers created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any section, subsection or clause of the Master Lease is modified or deleted by this Amendment, any unaltered provision of such section, subsection or clause of the Master Lease shall remain in full force and effect. However, where any provision of this Amendment conflicts or is inconsistent with the Master Lease, the provision of this Amendment shall control.

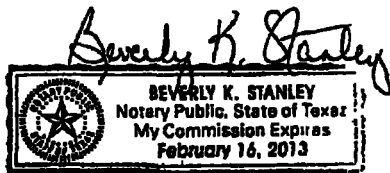
5. Terms used herein, which are not otherwise defined or modified herein, but which are defined in the Master Lease, shall have the meanings therein ascribed to them.

6. This Amendment (a) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; (b) may be modified or amended only in writing signed by each party hereto; (c) may be executed in several counterparts, and by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute one and the same agreement; and (d) embodies the entire Amendment and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter.

7. By their signatures below, Lessor and Lessee hereby agree and acknowledge that no default by either party exist under the Master Lease as of the date of the execution of this Amendment by both parties.

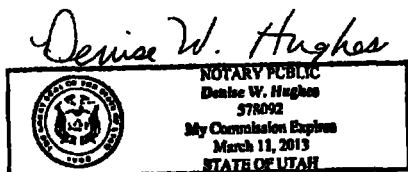
*[Signature Page Follows]*

The undersigned have caused this Amendment to be effective as of the date first written above.



NEW LESSEE:  
NUSTAR ASPHALT CHICKASAW, LLC

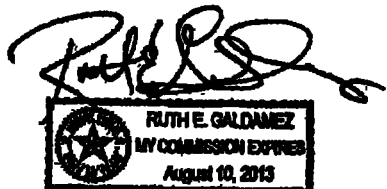
By: *Tommy L. Stuchell*  
Name: Tommy L. Stuchell  
Title: Vice President



LESSOR:  
ZIONS CREDIT CORPORATION dba  
AMEGY EQUIPMENT FUNDING GROUP

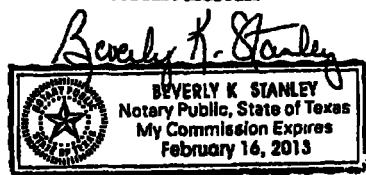
By: *Norman Weldon*  
Name: Norman Weldon  
Title: Vice President

Acknowledged and Agreed to as to form and for the limited purpose of the new Section 28 of the Master Lease as detailed above



GULF ATLANTIC OPERATIONS, LLC

By: *William Zartler*  
Name: William Zartler  
Title: Manager



NUSTAR ASPHALT HOLDINGS, INC.

By: *Tommy L. Stuchell*  
Name: Tommy L. Stuchell  
Title: Vice President